### **ORDER OF BUSINESS**

I.	Call to Order
II.	Salute to the Flag

III. Roll Call

IV. Adoption of Agenda

V. Proclamations

VI. Communications and Presentations

VII. Public Participation

VIII. Controller's Report

IX. Old Business:

X. New Business:

(a) Resolutions (b) Ordinances:

(c) Local Laws:

(d) Introduction of Ordinances:(e) Introduction of Local Laws:

(f) Committee Reports

(g) Scheduling of Committee Meetings

(h) Other

XI. Executive Session

XII: Adjournment

### **5:30PM COW**

- 1. Review of Agenda Items
- 2. Any other business to come before the Council

# OLD BUSINESS

# **NEW BUSINESS**

187. RESOLUTION APPROVING MINUTES	MARTUSCELLO
188. RESOLUTION TRANSFERRING FUNDS- REC/VETERAN'S PARK POOL CHLORINE	MARTUSCELLO
189. RESOLUTION AMENDING BUDGET- SHUTTLEWORTH PARK/DASNY	MARTUSCELLO
190. RESOLUTION AMENDING BUDGET- WWTP SCADE UPGRADE	S. GOMULA
191. RESOLUTION APPROVING MOU MONT. CO & WALTER ELWOOD MUSEUM	MAYOR
192. RESOLUTION TRANSFERRING FUNDS- CITY CLERK CODING	MARTUSCELLO
193. RESOLUTION TRANFERRING FUNDS -FINANCIAL MANAGEMENT SERVICES	MARTUSCELLO
194. RESOLUTION AUTHORIZING GENERAL AGREEMENT OF INDEMNITY	MARTUSCELLO
195. RESOLUTION AUTHORIZING BIDS- WWTP CHEMICALS 2023	S. GOMULA
196. RESOLUTION TRANSFERRING FUNDS- ENGINEERING/ 399 W. MAIN DEMO	QUIST-DEMARS
197. RESOLUTION AMENDING BUDGET- MUNICITY SOFTWARE	COLLINS
198. RESOLUTION APPROVING AUDIT	COLLINS

# **RESOLUTION #22/23-187**

# RESOLUTION ADOPTING MINUTES OF THE LAST COMMON COUNCIL MEETING

# BY: ALDERMAN MARTUSCELLO

**RESOLVED**, the minutes of the last Common Council Meeting of February 21, 2023 and the Special Council Meeting of February 24, 2023 are hereby adopted.

City of Amsterdam, NY	_	
	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL CINQU	JANTI, MAYOR
DATED:	, 2023

### **RESOLUTION #22/23-188**

# RESOLUTION TRANSFERRING FUNDS- RECREATION/ VETERAN'S PARK POOL CHLORINE

### **BY: ALDERMAN MARTUSCELLO**

**WHEREAS**, a transfer of funds is necessary in order to cover costs of the chlorine for Veterans Park Pool; now therefore be it resolved,

**RESOLVED,** the Controller is authorized to transfer funds from the 22/23 FY budget as follows:

A.7020.4000 Contractual \$6,124.00

**INCREASE EXPENSE** 

A.7020.4084 Pool Chemicals \$6,124.00

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

	MICHAEL C	INQUANTI, MAYOR
DAT.	ΓED:	, 2023

### **RESOLUTION #22/23-189**

# RESOLUTION AUTHORIZING BUDGET AMENDMENT - RECREATION/DASNY SHUTTLEWORTH PARK EXPENSES

#### **BY: ALDERMAN MARTUSCELLO**

WHEREAS, a budget amendment is necessary in order to transfer funds received from a DASNY grant for Shuttleworth Park to cover associated incurred expenses; now therefore be it resolved,

**RESOLVED**, the Controller is authorized to amend the 22/23 FY budget as follows:

	INCRE	ASE	REV	EN	UE:
--	-------	-----	-----	----	-----

A.3822

Other State Grants

\$113,677.88

#### **INCREASE EXPENSE**

A.7020.4000

Contractual

\$113,677.88

City of Amsterdam, NY		
	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

	MICHAEL CINQUANTI, MAY	OR
DATE	ED:	, 2023

### **RESOLUTION #22/23-190**

# RESOLUTION AUTHORIZING BUDGET AMENDMENT -WWTP SCADA UPGRADE SERVICES

### BY: ALDERMAN S. GOMULA

WHEREAS, a budget amendment is necessary in order to make available a portion of the ARPA funding for engineering services and contractual work performed for the SCADA upgrade at the Waste Water Treatment Plant; now therefore be it resolved,

**RESOLVED**, the Controller is authorized to amend the 22/23 FY budget as follows:

### **INCREASE REVENUE:**

G.4089

Other General Gov't Aid

\$16,676.30

### **INCREASE EXPENSE:**

G.8120.4000

Contractual Expenses

\$16,676.30

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

	MICHAEL	CINQUANTI,	MAYOR
<b>DATE</b>	D:		, 2023

#### **RESOLUTION #22/23-191**

RESOLUTION AUTHORIZING THE CITY OF AMSTERDAM TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE MONTGOMERY COUNTY AND
WALTER ELWOOD MUSEUM- DEPARTMENT OF ENVIRONMENTAL
CONSERVATION MOHAWK RIVER BASIN PROGRAM

## **BY: MAYOR CINQUANTI**

WHEREAS, the City of Amsterdam lies in the Mohawk River Watershed and has enacted the *Greenway Corridor 2004* (Article *IV Zoning District Regulations 250 – 20*) overlying the Chuctanunda Creek; and

WHEREAS, the City of Amsterdam seeks to protect and enhance the natural riparian corridor and create active and passive recreational opportunities along its pathway; and

WHEREAS, New York State Department of Environmental Conservation Mohawk River Basin Program has an opportunity to enact these goals through the Mohawk River Watershed Grants for Mohawk River Implementation; and

WHEREAS, the City of Amsterdam and Walter Elwood Museum are the property owners of the project location for the grant proposal; and Montgomery County intends to submit a grant application for Mohawk River Watershed Action Agenda Implementation funds to create an interpretive nature trail along Chuctanunda Creek; and

WHEREAS, the City of Amsterdam is not required to commit any funds in connection with this endeavor not undertake any grant application, with the grant application being brought by the County of Montgomery seeking an award of \$50,000; and

WHEREAS, the administration of the grant will be completed by the Montgomery County Economic Development and Planning Department, 9 Park Street, PO Box 1500, Fonda, New York 12068; and

WHEREAS, a Memorandum of Understanding has been circulated setting the roles for the City of Amsterdam, Walter Elwood Museum and Montgomery County in the administration of said grant; Now, therefore be it

**RESOLVED**, that the CITY OF AMSTERDAM upon review and approval by the City Attorney, is authorized to enter a Memorandum of Understanding with the Montgomery County Walter Elwood Museum.

	Aye	Na		
Alderwoman Quist-Demars				
Alderman D. Gomula				
Alderwoman Collins				
Alderman S. Gomula				
Alderman Martuscello				
		-	MICHAEL CRIOLIA	NITI MANOD
			MICHAEL CINQUA	NII, MAYOK
		Ι	TED:	-, 202

### **RESOLUTION #22/23-192**

# RESOLUTION AUTHORIZING BUDGET TRANSFER- CITY CLERK CODING

# BY: ALDERWOMAN MARTUSCELLO

WHEREAS, a transfer of funds is necessary in order to pay E-Code codification for maintenance and updating services; Now, therefore be it

**RESOLVED,** the Controller is authorized to transfer funds from the 22/23 FY budget as follows:

<b>DECREASE EXPENSE:</b>		
A.1990.4036	Contingency	\$928.00
CL.8160.4036	Contingency	\$115.74
F.1990.4036	Contingency	\$331.40
G.8110.4036	Contingency	\$281.94
<b>INCREASE EXPENSE:</b>		
A.1010.4104	Codification	\$928.00
CL.8160.4104	Codification	\$115.74
F.8310.4104	Codification	\$331.40

Codification

City of Amsterdam, NY

G.8110.4104

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

	<b>MICHAEL</b>	CINQUANTI, MAY	OR
<b>DATE</b>	D:		, 2023

\$281.94

### **RESOLUTION #22/23-193**

# RESOLUTION TRANSFERRING FUNDS- FINANCIAL MANAGEMENT SERVICES

### **BY: ALDERMAN MARTUSCELLO**

WHEREAS, a transfer is necessary in order to pay the consultant contract with Louise Biron for financial management services; now therefore be it,

**RESOLVED**, the Controller is authorized to transfer funds from the 22/23 FY budget as follows:

<b>DECREASE EXPENSE:</b>		
A.1325.1000	Personnel Service	\$5,000.00
A.1990.4036	Contingency	\$4,044.00
CL.8160.1021.04	Personnel Services	\$6,000.00
CL.8160.4036	Contingency	\$3,044.00
F.8310.1000.04	Personnel Services	\$6,000.00
F.1990.4036	Contingency	\$3,044.00
G.8130.1020.04	Personnel Services	\$7,000.00
G.8110.4036	Contingency	\$2,044.00
<b>INCREASE EXPENSE:</b>		
A.1325.4132	Consultant Services	\$9,044.00
CL.1325.4132.04	Consultant Services	\$9,044.00
F.1325.4132.04	Consultant Services	\$9,044.00
G.1325.4132.04	Consultant Services	\$9,044.00

City of Amsterdam, NY

Aye
Nay

Alderwoman Quist-Demars

Alderman D. Gomula

Alderwoman Collins

Alderman S. Gomula

Alderman Martuscello

	MICHAEL	CINQUANTI,	MAYOR
DATE	D:		, 2023

### **RESOLUTION #22/23-194**

# RESOLUTION AUTHORIZING THE GENERAL AGREEMENT OF INDEMNITY (GAI)

# **BY:ALDERMAN MARTUSCELLO**

**WHEREAS**, the City of Amsterdam needs to provide Niagara Grid with a surety bond for the Street Lighting Project; now therefore be it,

**RESOLVED**, that the Deputy Controller of the City of Amsterdam be authorized and directed to sign the attached GAI on behalf of the City of Amsterdam and that the Mayor be authorized and directed to attest to the same.

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

	MICHAEL CINQUAN	ΓΙ, MAYOR
DAT		, 2023



# GENERAL AGREEMENT OF INDEMNITY

THIS AGREEMENT is made by the Undersigned in favor of Surety for the purpose of indemnifying it from all loss and expense in connection with any Bonds for which Surety now is or hereafter becomes surety for any of the following as Principal: \_\_\_\_\_, or as otherwise provided in the definition of Principal below.

In consideration of the execution of any such Bonds for Principal and as an inducement to such execution by Surety, the Undersigned, jointly and severally, agree as follows.

**DEFINITIONS:** Where they appear in this agreement, the following terms shall be considered as defined in this section:

**Principal**: Any one, combination of, or all of the persons, firms or corporations set forth above or their successors in interests and/or:

- (i) any other entity added to this agreement as Undersigned and/or Principal by written amendment;
- (ii) any Principal(s)' subsidiaries or affiliates, whether present or future, and whether directly or indirectly held; and/or
- (iii) any other entity or person for whom Surety issues a Bond in response to a request from any Principal or any of the Undersigned (including requests from their agents, brokers or producers);

and as to all, whether they act alone or in joint venture with others not named herein.

**Bond:** Any and all bonds, undertakings or instruments of guarantee and any renewals or extensions thereof executed by Surety on behalf of Principal and issued before, on or after the date of this Agreement.

**Surety:** Any member of the Liberty Mutual Group, including but not limited to Liberty Mutual Insurance Company and any other company that is part of or added to the Liberty Mutual Group, severally not jointly. If Surety procures the execution of any Bond by other sureties, executes any Bond with co-sureties, or reinsures any portion of any Bond with reinsuring sureties, then those entities and their successors and assigns shall be included in this definition.

INDEMNITY TO SURETY: Undersigned agree to pay to Surety upon demand:

- All loss and expense, including reasonable attorney fees, incurred by Surety by reason of having executed any Bond or incurred by it on account of any breach of this agreement by any of the Undersigned, or by reason of the refusal to execute any Bond;
- 2. An amount sufficient to discharge any claim made against Surety on any Bond. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss on any Bond;
- 3. Any premium due for any Bond, computed according to the rates currently charged by Surety, including renewal premiums until proof satisfactory to Surety is furnished of its discharge from liability under any Bond.

With respect to claims against Surety:

- Surety shall have the exclusive right for itself and the Undersigned to determine in its sole and absolute discretion whether
  any claim or suit upon any Bond shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or
  appealed.
- 2. Surety may incur such expenses, including reasonable attorneys' fees, as deemed necessary or advisable in the investigation, defense and payment of such claims and completion of any obligation with respect to which Surety has issued any Bond.
- Surety's determination in its sole and absolute discretion of the foregoing shall be final and conclusive upon the Undersigned.
- 4. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the liability of Undersigned to Surety in any claim or suit by Surety against Undersigned.
- 5. Separate suits may be brought under this agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by Surety.
- 6. Undersigned authorize Surety to join any and all of the Undersigned as parties defendant in any action, regardless of venue, against Surety on account of any Bond, and to enforce the obligations hereunder directly against any of the Undersigned without the necessity of first proceeding against the Principal.

#### **GENERAL PROVISIONS:**

- Assent by Surety to changes in any Bond or refusal to assent shall not release or affect the obligations of Undersigned to Surety.
- 2. Surety shall have the right to decline to execute any Bond.
- 3. Surety shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration, and the right of subrogation. The security interest, trust, and other rights granted herein will not be deemed a waiver of Surety's equitable subrogation rights or other rights, said security in rights being in addition to the rights of exoneration, subrogation, and other rights to which Surety is entitled to under law or in equity.
- 4. Until Surety shall have been furnished with competent evidence of its discharge, without loss from any Bonds, Surety shall have the right to free access at reasonable times to the books, records and accounts of each of the Undersigned for the purpose of examining them. Each one of the Undersigned hereby authorizes any depositories in which funds of any of the

Undersigned may be deposited to furnish to Surety the amount of such deposits as of any date requested, and any legal entity doing business with the Undersigned is authorized to furnish any information requested by Surety concerning any transaction. Surety may furnish in confidence copies of any information, which it now has or may hereafter obtain concerning each of the Undersigned, to other persons or companies for the purpose of procuring co-suretyship or reinsurance or of advising interested persons or companies.

5. The Undersigned will, on request of Surety, procure the discharge of Surety from any Bond and all liability by reason thereof. If such discharge is unattainable, the Undersigned will, if requested by Surety, either deposit collateral with Surety, acceptable to Surety, sufficient to cover all exposure under such Bond or Bonds, or make provisions acceptable to Surety for the funding of the bonded obligation(s), whether Surety will have made any payment or established any reserve therefor. The Undersigned acknowledge that their failure to pay, immediately on demand, that sum demanded by Surety will cause irreparable harm for which Surety has no adequate remedy at law. The Undersigned confirm and acknowledge that Surety is entitled to injunctive relief for specific enforcement of the foregoing provision.

6. Undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each Bond.

- 7. In case the execution hereof by any of the Undersigned may be defective or invalid for any reason, such defect or invalidity shall not in any manner affect the validity of this obligation or the liability hereunder of any other of the Undersigned. Invalidity of any provision of this agreement by reason of the laws of any state or for any other reason shall not render the other provisions hereof invalid.
- 8. Execution by Principal or any of the Undersigned of any application for any Bond, or of any other agreement of indemnity on behalf of Principal, or the taking of indemnity of any other person by Surety with respect to any Bond of Principal, shall in no way be deemed to waive, diminish or abrogate any rights of Surety under this agreement.

9. All parties agree that any microfilmed, scanned or electronically digitized copy of this document made by Surety as part of its

record storage and retention program shall be as effective as the original for all purposes.

10. The Undersigned has relied upon its own due diligence in making its own independent appraisal of Principal (note: when there are indemnitors other than Principal) and its business and financial condition, will continue to be responsible for making its own independent appraisal of such matters, and has not relied upon and will not hereafter rely upon Surety for information. Surety has no duty to inform any of the undersigned Indemnitors of the financial condition or other affairs related to Principal.

11. The Undersigned shall remain responsible to Surety under this agreement regardless of any change in the relationship of

the Undersigned with the Principal.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by U.S. federal law. As to all legal actions or proceedings related to this Agreement, Undersigned consent and agree to the general jurisdiction of any state or Federal court of the United States or its territories having proper subject matter jurisdiction or in which claim may be brought against Surety under any Bond, and hereby waive any claim or defense in such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

**TERMINATION:** This agreement is a continuing obligation of the Undersigned unless terminated as provided in this paragraph. An Undersigned desiring to terminate liability as to future Bonds of Principal must:

- Give written notice to Surety at its home office, 2200 Renaissance Blvd., Suite 400, King of Prussia, PA 19406-2755, by certified or registered mail of such termination;
- 2. State in such notice the effective date (not less than thirty days after the receipt of notice by Surety) of termination of such Undersigned's liability for future Bonds.

After the effective date of termination, the Undersigned giving notice shall be or remain liable hereunder for Bonds executed, authorized, renewed, or extended prior to such date. Such termination of liability as to an Undersigned shall in no way affect the obligation of any other Undersigned who has not given notice as herein provided. Dated as of this \_\_\_\_\_ day of \_\_\_\_, in the year \_\_\_ By signing below, each individual executing this Agreement on behalf of a business entity, and each business entity executing this Agreement on behalf of another business entity, represents and warrants that he, she or it is duly authorized to bind such entity to all of the terms and conditions of this Agreement: ATTEST OR WITNESS: **CORPORATION - Full Name** T.I.N. Fill in TIN Street Address (No P.O. boxes), City, State, Zip By: (Seal) Insert Name Insert Name Insert Title (should be Secretary) Insert Title (should be President)

# **LIMITED LIABILITY CO - Full Name**

T.I.N. Fill in TIN

Street Address (No P.O. boxes), City, State, Zip

By:	By:	(Seal)
Insert Name	Insert Name	
Insert Title	Insert Title (should be Manager)	
	<u>LIMITED PARTNERSHIP-Full Name</u> T.I.N. Fill in TIN Street Address (No P.O. boxes), City, State, Zip	
By: Insert Name Insert Title	By: (Insert Name of), General Partner Insert Name and Title of person signing	
	(GENERAL) PARTNERSHIP-Full Name T.I.N. Fill in TIN Street Address (No P.O. boxes), City, State, Zip	
By: Insert Name Insert Title	By: (Insert Name of), General Partner Insert Name and Title of person signing	
	INDIVIDUAL- Full Name Street Address (No P.O. boxes), City, State, Zip Telephone	
By: Insert Name of Witness	By: Insert Name of Indemnitor	

# **NOTARY ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of	)		
County of _	)		
satisfactory same in his	evidence to be the person	(Notary), personally appearedwhose name is subscribed to the within instrument and that by his/her signature on the instrument the personal structure.	and acknowledged to me that he/she executed the
I certify unde	er PENALTY OF PERJURY	under the laws of the State of that	the foregoing paragraph is true and correct.
WITNESS m	ny hand and official seal.		
Signature _		(Seal)	
-	ic residing at:sion expires:		

### **RESOLUTION #22/23-195**

# **RESOLUTION AUTHORIZING BIDS- WWTP CHEMICALS 2023**

# **BY:ALDERMAN S. GOMULA**

**RESOLVED**, the Waste Water Treatment Plant operator is authorized to prepare specifications and the City Clerk is authorized to advertise for bids for the chemicals for the Water Treatment Plant for April 1, 2023 until October 31, 2023.

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

2			
	MICHAEL	CINQUANTI, N	<b>MAYOR</b>
DATE	D:		, 2023

#### **RESOLUTION #22/23-196**

# RESOLUTION AUTHORIZING BUDGET AMENDMENT -ENGINEERING 399 W. MAIN DEMO

# **BY: ALDERWOMAN QUIST-DEMARS**

WHEREAS, a budget amendment is necessary in order to pay for the demolition work at 399 W. Main St. by Pareene Demolition; Now, therefore be it resolved,

**RESOLVED**, the Controller is authorized to amend the 22/23 FY budget as follows:

## **INCREASE REVENUE:**

A.5050

**Debt Services** 

\$500,000.00

#### **INCREASE EXPENSE**

A.3620.4040

Demo of Buildings

\$500,000.00

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

MICHAEL	CINQUANTI, MAYOR
DATED:	, 2023

#### **RESOLUTION #22/23-197**

# RESOLUTION AUTHORIZING A BUDGET AMENDMENT- MUNICITY SOFTWARE

#### **BY:ALDERWOMAN COLLINS**

**WHEREAS**, a budget amendment is necessary to accept funding from the Financial Restructuring Board.

WHEREAS, the Financial Restructuring Board (FRB) authorized funding in the amount of \$30,000.00 for a conversion and updating of software to integrate codes, building inspections and the fire department activities.

WHEREAS, the City has converted and updated software to MUNICITY, as required to access the funding.

**RESOLVED**, the Controller is authorized to amend the 22/23 budget as follows:

#### **INCREASE REVENUE:**

A.3089	STATE Aid - FRB	\$16,800.00
F.3089	STATE Aid – FRB	\$ 6,000.00
G.3089	STATE Aid – FRB	\$ 5,100.00
CL.3089	STATE Aid – FRB	\$ 2,100.00

#### **INCREASE EXPENDITURE:**

A.3620.4104	Codification	\$16,800.00
F.8310.4104.17	Codification	\$ 6,000.00
G.8110.4104.17	Codification	\$ 5,100.00
CL.8160,4104.17	Codification	\$ 2,100.00

	Aye	Nay
Alderwoman Quist-Demars		
Alderman D. Gomula		
Alderwoman Collins		
Alderman S. Gomula		
Alderman Martuscello		

	MICHAEL CINQUANT	I, MAYOR
DATE	D:	, 2023

#### **RESOLUTION #22/23-198**

Alderman S. Gomula

Alderman Martuscello

### RESOLUTION APPROVING AUDIT

### BY: ALDERWOMAN COLLINS

**RESOLVED**, the bills and documentation of same presented in "Pre-Check Writing Report Parameter" dated March 7, 2023, to the Common Council and affirmed by the Controller as correct and to be paid, the City Clerk is authorized and empowered to issue warrants in payment of same.

City of Amsterdam, NY

Aye Nay

Alderwoman Quist-Demars

Alderman D. Gomula

Alderwoman Collins

MICHAEL CINQUANTI, MAYOR
DATED: , 2023